

FILED  
In Open Court  
by \_\_\_\_\_ TIME \_\_\_\_\_  
  
JUN 25 2020  
  
AMY J HUNLEY  
CLERK OF SUPERIOR COURT  
By \_\_\_\_\_ Deputy

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6 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
7 IN AND FOR THE COUNTY OF COCHISE

8 STATE OF ARIZONA, )  
9 Plaintiff, ) PLEA AGREEMENT  
10 vs. ) CR202000239  
11 DANA RAY THORNHILL, )  
12 Defendant. )  
13 \_\_\_\_\_)

14 The State of Arizona and the Defendant hereby agree to the following disposition of  
15 this case:

16 PLEA: The Defendant shall plead guilty to:

17 COUNT I OF PLEA AGREEMENT

18 Between 2003 and 2004, DANA RAY THORNHILL committed sexual conduct with a  
19 minor by intentionally or knowingly engaging in oral sexual contact with a person under fifteen  
years of age, to wit: performed oral sexual contact upon K.T. and K.T. was 8 years old, in  
20 violation of A.R.S. §§13-1405, 13-1401, 13-105, 13-701, 13-702, 13-705.B, and 13-801, a class  
2 felony and amendment to Count 1 of the Indictment.

21 COUNT II OF PLEA AGREEMENT

22 Between 1995 and February 3, 2006, DANA RAY THORNHILL committed sexual  
23 conduct with a minor by intentionally or knowingly engaging in sexual intercourse with a person  
under fifteen years of age, to wit: had penis/vagina sex with K.V. and K.V. was <sup>14</sup>/<sub>12</sub> years of age  
24 ~~or younger~~, in violation of A.R.S. §§13-1405, 13-1401, 13-105, 13-701, 13-702, 13-705.B, and  
13-801, a class 2 felony and amendment to Count 14 of the Indictment.

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**COUNT III OF PLEA AGREEMENT**

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3        Between 2003 and 2004, **DANA RAY THORNHILL** committed luring a minor for  
4 sexual exploitation by offering or soliciting sexual conduct with another person knowing or  
5 having reason to know that the other person was a minor under the age of fifteen years, to wit:  
6 asked K.T. to perform oral sex on him and K.T. was 8 years old, in violation of A.R.S. §§13-  
7 3554, 13-3551, 13-105, 13-701, 13-702, 13-705.E and 13-801, a class 3 felony and Count 3 of  
8 the Indictment.

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**COUNT IV OF PLEA AGREEMENT**

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11       Between 1995 and 2007, **DANA RAY THORNHILL** committed luring a minor for  
12 sexual exploitation by offering or soliciting sexual conduct with another person knowing or  
13 having reason to know that the other person was a minor under the age of fifteen years, to wit:  
14 asked K.V. to have sex with his adult male friend, in violation of A.R.S. §§13-3554, 13-3551,  
15 13-105, 13-701, 13-702, 13-705.E and 13-801, a class 3 felony and Count 19 of the Indictment.

16       **The provisions of A.R.S. § 13-704 do not apply or are not alleged in this case.**

- 17       1. **SENTENCING RANGE:** The crimes charged in Count I and II of this plea  
18 agreement have a presumptive term of imprisonment in the Department of Corrections of 20 years; a minimum term of 13; and a maximum term of 27  
19 years.

20       The crimes charged in Counts III and IV of this plea agreement has a  
21 presumptive term of imprisonment in the Department of Corrections of 10  
22 years; a minimum term of 5; and a maximum term of 15 years.

23       **The maximum fine that can be imposed is \$150,000 plus 83% surcharge.**

- 24       2. **PROBATION:** Probation IS NOT available as to Counts I and II.  
25 Probation IS available as to Counts III and IV of this plea agreement and  
may be up to lifetime probation. Whether or not Defendant's sentence is  
suspended and Defendant is placed on probation is within the sole discretion of  
the Court. Unless otherwise stated within the Stipulation/Recommendations  
Regarding Sentences section of this agreement, there is no agreement the State  
will recommend or stipulate Defendant be granted probation. If granted  
probation, Defendant can be sentenced up to one year in the County jail as a  
condition of probation, and probation will be either standard supervision or  
intensive probation supervision (IPS) unless otherwise stipulated by the parties  
within this agreement. If granted probation, the terms and conditions thereof  
are subject to modification at any time during the period of probation in the

1 event Defendant violates any written condition of his probation. Defendant  
2 agrees to execute a Waiver of Extradition in connection with any probation  
3 revocation proceedings required in the event that his violation of any term or  
4 condition of probation, if probation is granted, results in the filing of a Petition  
5 to Revoke such probation. Defendant further agrees to reimburse any law  
enforcement agency for the expense of bringing him back from any other State,  
County, or Correctional Facility for any proceeding in connection with this  
case.

RC

6 3. **COMMUNITY SUPERVISION:** If the Defendant is sentenced to prison on  
Counts III or IV, the Defendant must serve at least eighty-five percent (85%) of  
the sentence imposed. The Defendant shall also be sentenced to serve a term of  
community supervision equal to one-seventh of the prison term to be served  
following to the actual period of imprisonment. If the Defendant fails to abide  
by the conditions of community supervision, the Defendant can be required to  
serve the remaining term of community supervision in prison. As to Counts I  
and II the sentences are "calendar year" or "day for day" sentences.

RC

12 4. **STATUTORY SENTENCING PROVISIONS:** Defendant shall register as  
a sex offender pursuant to A.R.S. §13-3821, *et seq.* Defendant shall pay a  
\$250 assessment pursuant to A.R.S. §13-3821(Q). Defendant shall also pay  
a \$500 assessment pursuant to A.R.S. § 12-116.07.

RC

15 5. **RESTITUTION:** The Defendant agrees to pay restitution to all the victims  
named in the original indictment, even if they are not named within the specific  
charge to which the Defendant is pleading guilty. The Defendant understands  
he is jointly and severally liable for the entire restitution amount(s). The  
Defendant specifically agrees to make restitution to the victim(s) for losses  
suffered as a result of the course of conduct of which the Defendant may only  
be a part. The Defendant agrees to pay restitution in the total amount of or up  
to be determined within 60 days of sentencing.

RC

21 6. **STIPULATION/RECOMMENDATIONS REGARDING SENTENCE:** As  
to Counts I and II Defendant will be sentenced in the discretion of the  
Court, within a range of 17-20 years on each Count, which will be served  
consecutive to each other. These sentences are flat time or day for day. As  
to Counts III and IV Defendant shall be placed on two consecutive lifetime  
probation tails.

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1           **Community Supervision as to Counts I and II is waived in favor of**  
2           **probation.**

3           **The Defendant shall be required to register as a sex offender for life**  
4           **pursuant to A.R.S. §13-3821.**

5           **7. DISMISSAL OF CHARGES:** The following charges are dismissed or, if not  
6           yet filed, shall not be brought against the Defendant: **all other Counts in the**  
**Indictment.**

7           **8. PLEA DEADLINE:** This plea offer will automatically terminate unless the  
8           plea agreement is entered on or before June 25, 2020.

9           **9. PRE-SENTENCE INTERVIEW:** Defendant waives his right to remain silent  
10          during the pre-sentence interview. Defendant will honestly answer all  
11          questions from the probation officer during, including but not limited to  
12          providing a "Defendant's Version" of the crime and surrounding circumstances,  
13          Defendant's history of drug and alcohol use, and Defendant shall participate  
14          fully in substance abuse or other screening and testing as requested by the  
15          probation officer. The parties agree that if Defendant does not fully participate  
16          in the pre-sentence interview as agreed herein, such failure undermines the  
17          Court's ability to assess Defendant's amenability to probation supervision, his  
18          potential danger to the community, and to determine what probation services  
19          are necessary to rehabilitate Defendant. For these reasons, the parties stipulate  
20          that if Defendant does not fully participate in the pre-sentence interview as  
21          agreed herein, Defendant shall be sentenced to a term of imprisonment  
22          notwithstanding any other provision of this Plea Agreement.

23           **10. PRISON MANDATORY PLEA:** If this is a prison mandatory plea, pursuant  
24          to Rule 7.2(c)(b), the Defendant will be taken into custody at the time of the  
25          change of plea, whether or not the plea is accepted at that time.

26           **11. WAIVER OF PROBABLE CAUSE DETERMINATION:** If the Defendant  
27          is charged with a felony he hereby gives up his right to a preliminary hearing or  
28          other probable cause determination on the charges to which he pleads. In the  
29          event the Court rejects the plea, or the Defendant withdraws the plea, the  
30          Defendant hereby gives up his right to a preliminary hearing or other probable  
31          cause hearing.

- 1      12. **POSSIBLE COLLATERAL CONSEQUENCE:** If you are not a citizen of  
2      the United States, pleading guilty or no contest to a crime may affect your  
3      immigration status. Admitting guilt may result in your deportation even if  
4      the charge is later dismissed. Your plea or admission of guilt could result  
5      in your deportation or removal, could prevent you from ever being able to  
6      get legal status in the United States or could prevent you from becoming a  
7      United States citizen.
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- 10     13. **AMENDMENT OF CHARGES:** This agreement serves to amend the  
11    indictment or information to charge the offense to which the Defendant pleads  
12    without the filing of any additional pleading. However, if the plea is rejected  
13    by the Court or withdrawn by either party, or if the conviction is subsequently  
14    overturned on appeal, the original charges and any charges that are dismissed  
15    by reason of this plea agreement are automatically reinstated.
- 16
- 17     14. **WAIVER OF DEFENSES, MOTIONS, ETC.:** Unless this plea is rejected by  
18    the Court or withdrawn by either party, the Defendant hereby waives and gives  
19    up any and all motions, defense objections, or requests which he had made or  
20    raised, or could assert hereafter, to the Court's entry of judgment against him  
21    and imposition of a sentence upon him consistent with this agreement.
- 22
- 23     15. **FINDING OF AGGRAVATING OR MITIGATING CIRCUMSTANCE:**  
24    By entering into this agreement the Defendant agrees that the Court may find  
25    any fact used to impose sentence to be true by a preponderance of the evidence,  
   and that the Court is not bound by the Rules of Evidence in determining what  
   evidence to consider.
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- 27     16. **ACCEPTANCE/REJECTION/WITHDRAWAL OF PLEA:** The parties  
28    agree that the Court shall accept this plea at the time of the Defendant's change  
29    of plea. The State's participation in this plea agreement is conditioned upon the  
30    Court's acceptance of the plea at the change of plea hearing.
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- 32     17. If, after accepting the plea, the Court concludes that the agreement is  
33    inappropriate for any reason, including but not limited to, an amendment or  
34    reduction of the original charges, dismissal of charges, withdrawal of  
35    allegations pursuant to A.R.S. §§ 13-704, 13-705, 13-708, 13-707.C, 13-  
36    901.03, 13-703, 13-703.E-J or 13-703, the Court may reject the plea. Should

1 the Court reject the plea, the Defendant hereby waives all claims of double  
2 jeopardy and all original charges are automatically reinstated. 

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10 The parties agree that it is the Court's duty to impose sentence upon the  
11 Defendant, and that any sentence stipulated to is not binding on the Court. If  
12 the Court concludes that any of the plea agreement's provisions regarding the  
13 sentence or the terms and conditions of probation are inappropriate, it can  
14 reject the plea. If the court rejects the plea agreement provisions regarding  
15 sentencing, both parties shall be given the opportunity to withdraw from this  
16 agreement. However, if neither the State nor the Defendant elects to withdraw  
17 from the agreement, then any sentence stipulated to is not binding upon the  
18 Court, and the Court is bound only by the sentencing limits set forth in the  
19 applicable statutes. Should the Court reject this agreement for any reason, or  
20 the State or Defendant withdraw from the agreement, the Defendant hereby  
21 waives all claims of double jeopardy and all original charges will be  
22 automatically reinstated.

23 The Defendant understands that by entering this plea, he may withdraw from  
24 the plea only if the court finds that withdrawal is necessary to correct a  
25 manifest injustice. Should the Defendant withdraw from the agreement, the  
Defendant hereby waives all claims of double jeopardy and all original charges  
are automatically reinstated. 

26 The Defendant agrees that should he be charged with or commit a new crime  
27 after the entry of the plea, the State may withdraw from the agreement. Should  
28 the Defendant be charged with or commit a new crime and the State withdraws  
29 from the plea agreement, the Defendant hereby waives all claims of double  
30 jeopardy and all original charges are automatically reinstated. 

31 This agreement is specifically conditioned upon the Defendant having no prior  
32 felony conviction(s) and the State will not be bound by this agreement and may  
33 withdraw the agreement if the Defendant has a prior felony conviction(s).  
Should the State withdraw from the agreement, the Defendant hereby waives  
all claims of double jeopardy and all original charges are automatically  
reinstated. 

- 34 18. **DISPOSAL OF EVIDENCE:** The Defendant understands that by entering  
35 into this plea agreement, he waives notice of disposition of evidence in the  
36 possession of any law enforcement agency seized or otherwise obtained for use  
37 in this case and any case dismissed according to the terms of this agreement.  
The Defendant agrees that such evidence may be disposed of. The Defendant  
38 further understands and agrees that in the event this case or any case dismissed  
39 according to the terms of this agreement goes to trial the evidence may not be

available and the State will not be required to introduce such evidence. Nothing in this agreement prohibits either party from photographing, reproducing, describing, etc., evidence for future use, including trial.

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4     **19. FORFEITURE OF PROPERTY:** This plea agreement does not affect in any  
5     way any action to forfeit the Defendant's property pursuant to A.R.S. §§13-  
6     2314, 13-3413 or 32-1993, or under §13-4301 et. seq., including any action that  
7     may be based on facts that gave rise to the indictment, whether such action is  
8     presently pending or filed hereafter.

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If a deadly weapon, dangerous instrument or explosive was used, displayed or unlawfully possessed during the commission of any offense charged in the indictment or contained in this plea agreement, the Defendant forfeits all ownership interests in the deadly weapon, dangerous instrument or explosive and the article shall be sold, destroyed or otherwise properly disposed of.

#### WAIVER OF RIGHTS

I understand that by pleading guilty or no contest in a non-capital case I will waive the right to have the appellate Courts review the proceedings by way of direct appeal, and I may seek review only by filing a petition for post-conviction relief pursuant to Rule 32 in this Court and, if denied, a petition for review.

I understand that by pleading guilty I will be giving up the following constitutional rights: (a) The right to trial by jury; (b) The right to have a jury determine beyond a reasonable doubt any fact used to impose sentence within the range set forth above including aggravating circumstances in accordance with A.R.S. §§13-702.A.B. and C., 13-703, 13-703.E-J, 13-704, 13-708, 13-901.03 and 13-709.03; (c) The right to the assistance of an attorney at trial, and to be appointed an attorney, to be furnished free of charge, if I cannot afford one; (d) The right to confront the witnesses against me and to cross-examine them as to the truthfulness of their testimony; (e) The right to present evidence on my own behalf and to have the State compel witnesses of my choosing to appear and testify; (f) The right to remain silent and to be presumed innocent until proven guilty beyond a reasonable doubt; (g) The right to a direct appeal.

1           **The defendant and Counsel each agree that there is no known reason**  
2           **at this time to believe that a mental health examination or diagnostic evaluation**  
3           **pursuant to Criminal Rule 26.5 is necessary or helpful.**

4           **I agree to enter my plea as indicated above on the terms and conditions**  
5           **set forth herein.**

6           **I have read and understand the above. I have discussed the case and**  
7           **my constitutional rights with my lawyer.**

8           I have personally and voluntarily signed the signature line below to indicate  
9           I read and approved all of the previous paragraphs in this agreement, both individually  
10          and as a total agreement.

11          Defendant

12          Date 6/25/2020

13          Dana Ray Thornhill, Defendant

14          I have discussed this case with my client in detail and advised him of his  
15          constitutional rights and possible defenses. I believe that the plea and disposition set  
16          forth herein are appropriate under the facts of this case. I concur in the entry of the plea  
17          as indicated above and on the terms and conditions set forth herein.

18          Defense Counsel

19          Date 6/25/2020

20          Joshua Jones, Dep. Legal Advocate, Attorney for Defendant

21          I have reviewed this matter and concur that the plea and disposition set  
22          forth herein are appropriate and are in the interests of justice.

23          Prosecutor

24          Date 6/25/20

25          Lori Ann Zucco, Chief Criminal Deputy